## UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA SOOUTHERN DIVISION

IN RE:

JEFFERSON COUNTY, ALABAMA CASE NO: 11-05736-TBB-9

## B.A.S.L.L.P. 's LIMITED OBJECTION TO DEBTOR'S FIRST OMNIBUS MOTION TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

COMES NOW, B.A.S.L.L.P., ("BAS") as landlord of the Homewood Satellite Courthouse located at 200 Citation Court, Suite 100, Birmingham, Alabama 35209 (a copy of said lease being attached hereto as Exhibit "A" and hereinafter referred to as the "Lease"), and respectfully submits its limited objection to the DEBTOR'S FIRST OMNIBUS MOTION TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. §§ 365 AND 901(A) AND BANKRUPTCY RULE 6006 (DOC315), as follows:

- BAS joins and adopts the Limited Objections filed herein by Beers Properties
   (DOC 481), LLC and BBA Development, LLC (DOC473) and respectfully
   adds to or supplements those Objections as follows.
- 2. BAS submits that the Debtor has not vacated the Homewood Courthouse with personal property being in the said premises and the Debtor has not returned the keys or turned over possession.<sup>1</sup>
- 3. BAS respectfully submits that there is merit to the various Motions to Dismiss pending before this Honorable Court and the Petition filed by the Debtor is

<sup>1</sup> BAS advises that Court that it has been informed through its agent that the Debtor intends to tender the keys to the premises on December 30, 2011, but as of this filing, it has not yet done so.

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due to be dismissed in which instance the Debtor would have no right to unilaterally terminate the lease. Should the Court dismiss the bankruptcy petition, then there will be the potential for irreparable harm in that the circumstances could chance in the interim that could render it difficult, if not impossible, to restore the Debtor to possession of the premises. In any event, the Debtor's attempts to unilaterally terminate are premature.

- 4. BAS claims on information and belief that the Debtor has not paid rent for the month of December and it has not paid the ad valorem taxes due and payable.
- 5. BAS respectfully contends that the Debtor does not currently have the facilities to service the needs of the citizens of Jefferson County, Alabama as evidenced by the long lines and extraordinary delays experienced by the County's citizens since the satellite courthouses were closed. Hence, BAS respectfully submits that operation of the Homewood Satellite Courthouse will be essential to the effective reorganization of the County and therefore, it is not in the Debtor's best interest to terminate the Lease at this time, even though the Debtor may ultimately have the right to do so.

**ACCORDINGLY,** B.A.S.L.L.P. asks this Court to sustain its Objection, to continue the hearing on Debtor's Motion, or such other or further relief as this Court may deem just given the premises.

RESPECTFULLY SUBMITTED:

/s Salem Resha, Jr.

Salem Resha, Jr. Attorney for B.A.S.L.L.P. 1516 20<sup>th</sup> Street South, Suite A

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## CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2011, a copy of the foregoing was served through the CM/ECF system on all parties on the Master service List on said system and more specifically to the following by email:

Jefferson County, Alabama c/o Patrick Darby, Esq. pdarby@babc.com
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Bankruptcy Administrator for the Northern District of Alabama (Birmingham) Office of the Bankruptcy Administrator c/o J. Thomas Corbett, Esq.
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/s Salem Resha, Jr.	
Salem Resha, Jr.	